

**MORANDUM OF UNDERSTANDING BETWEEN
THE SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY (HHSA)
AND THE SISKIYOU COUNTY DISTRICT ATTORNEY (DA)**

This Memorandum of Understanding is entered into by and between the SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY, hereinafter referred to as "HHSA" and the SISKIYOU COUNTY DISTRICT ATTORNEY, hereinafter referred to as "DA", for the establishment of roles and responsibilities of HHSA and DA in accordance with the requirements of the California Department of Social Services, hereinafter referred to as CDSS. This MOU defines each Department's roles and responsibilities relative to the prevention, detection, investigation prosecution of fraud relative to issuance of benefits in CalWORKs, CalFresh, Medi-Cal, County Medical Services Program and General Assistance programs and is entered into on the date signed by all parties to it.

WITNESSETH:

WHEREAS HHSA is responsible for the administration of Public Assistance programs including but not limited to CalWORKs, CalFresh, Medi-Cal, County Medical Services Program, and General Assistance programs; and

WHEREAS HHSA receives federal, state and local funding to implement the Public Assistance programs; and

WHEREAS federal and state regulations provide provisions for investigation of fraud in Public Assistance programs; and,

WHEREAS DA has the experience, staff and expertise to provide the investigation and prosecution of fraud in the Public Assistance programs.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1. TERM OF CONTRACT

1.01 Term of Memorandum of Understanding: This Memorandum of Understanding shall commence on July 1, 2022 and shall continue until June 30, 2027, or until terminated by either party as set forth in Article 5.

Termination of the Memorandum of Understanding may be effectuated by the Director of HHSA or DA without the need for action, approval, or ratification of the Board of Supervisors or the County Administrator.

ARTICLE 2. SERVICES

2.01 Special Services: Pursuant to this MOU, DA and HHSA agree to provide special services in accordance with Exhibit "A" attached hereto.

2.02 Method of Performing Services: HHSA will determine the method, details, and means of performing the above-described services in consultation with DA. No additional services shall be performed by DA unless approved in advance in writing

by the HHSA stating adjustments in contract time, scope of work or other contract terms. Such services are to be coordinated with HHSA and the results of the work shall be monitored by the Siskiyou County Health and Human Services Agency Director or his or her designee.

ARTICLE 3. COMPENSATION

- 3.01 Compensation:** In consideration for the services to be performed by DA, HHSA agrees to pay DA in proportion to the services performed as specified in Exhibit A. Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.
- 3.02 Billing:** DA shall provide to HHSA an original itemized invoice for mileage, with dates of service, and case number. Billing will be submitted within 30 days following the quarter end of service. HHSA shall pay within 30 days of receipt of invoices from DA to HHSA. The final invoice shall be submitted no later than June 15 each fiscal year.
- 3.03 Audits:** It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding and payment records for a period of four (4) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the costs of administering this Contract.

ARTICLE 4. OBLIGATIONS OF CONTRACTOR

- 4.01 Contractor Qualifications:** DA warrants that DA has the necessary qualification, licenses, experience and technical skills to provide services under this Contract.
- 4.02 Contract Management:** DA shall report to the HHSA Social Services Director or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- 4.03 Records:** All reports and other materials collected or produced after completion and acceptance of the Contract, become the property of HHSA, and shall not be subject to any copyright claimed by the DA, subcontractor, or their agents or employees. DA may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by DA, any subcontractor, or any of their agents or employees, without the prior written consent of HHSA is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the DA relating to the matters covered by this Contract shall be the property of the HHSA, and DA hereby agrees to deliver the same to the HHSA upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this

Contract are prepared specifically for the HHSa and are not necessarily suitable for any future or other use.

4.04 Confidentiality: HHSa and DA agree to comply with and require their officers, employees, agents, volunteers, contractors and subcontractors to comply with all federal and state confidentiality requirements, including the provisions of Welfare and Institutions Code Sections 10850 and 5328, the California Department of Social Services' Manual of Policies and Procedures, Division 19, the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the HHSa of Siskiyou, Health and Human Services Agency, and the Agreement between the Social Security Administration and the Department of Health Care Services, otherwise referred to as the 1137 Agreement to assure that:

- a. All records concerning any applicant or participant shall be confidential and shall not be open to examination for any purpose not directly connected with the purposes of this Contract. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to any applicant for or recipient of public social services.
- b. The Medi-Cal Data Privacy and Security Agreement requires Contractors who assist HHSa in its Medi-Cal functions, or Contractors who receive Personally Identifiable information (PII) from HHSa to comply with substantive privacy and security requirements as listed in the Medi-Cal Data Privacy and Security Agreement, and in the 1137 Agreement.

The Medi-Cal Data Privacy and Security Agreement, and the 1137 Agreement are provided to Contractor electronically, and can be accessed by Contractor at the Siskiyou HHSa Social Services Division website:

<http://www.co.siskiyou.ca.us/content/social-services-division>.

In the main center column of this page in the Section named "Social Services Resource Center", look for the Resource Titles:

"Medi-Cal Privacy and Security Agreement"
and
"SSA-DHCS Agreement 1137"

and select "Download File" next to the resource title to be viewed or printed.

If DA is unable to access the electronic version of the Medi-Cal Data Privacy and Security Agreement, or the 1137 Agreement, Contractor shall notify HHSa and HHSa will provide Contractor with a hard-copy of each document.

DA agrees to comply with the privacy and security safeguards contained in the Medi-Cal Data Privacy and Security Agreement and the 1137 Agreement. Signature by Contractor on this Contract confirms agreement to comply with all

provisions of the Medi-Cal Data Privacy and Security Agreement and the 1137 Agreement.

- c. DA agrees to inform affected DA staff of the provisions mandated by Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19 and to further inform them that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

4.05 Health Insurance Portability and Accountability Act (HIPAA): DA shall comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA), as follows.

- a. Use or Disclosure of Protected Health Information: DA may use or disclose protected health information (PHI) to perform its obligations under the Contract, provided that such use or disclosure does not violate this Agreement, is not prohibited by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the provisions of Title 42, United States Code, Section 1320d et seq. and Title 45, Code of Federal Regulations (C.F.R.), Parts 142, 160, 162 and 164, or does not exceed the scope of how HHS could use or disclose the information.
- b. DA shall not use, disclose or allow the disclosure of PHI except as permitted herein or as required or authorized by law. DA shall implement appropriate safeguards to prevent use or disclosure of PHI other than as provided herein. At the request of and in the time and manner designated by HHS, DA shall provide access to PHI in a designated record set as required by 45 C.F.R. Section 164.524. DA shall report to HHS any use or disclosure of PHI not provided for herein or HIPAA regulations.
- c. If DA provides PHI to a third party, including officers, agents, employees, volunteers, contractors and subcontractors, pursuant to the terms of the Contract, DA shall ensure that the third party complies with all HIPAA regulations and the terms set forth herein.

4.06 Documentation and Accounting of Uses and Disclosures: DA shall document any disclosures of PHI in a manner that would allow HHS to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. DA shall provide HHS, in a time and manner designated by HHS, all information necessary to respond to a request for an accounting of disclosures of PHI.

4.07 Amendments to Designated Record Sets: In accordance with 45 C.F.R. Section 164.526, DA agrees to amend PHI in its possession as requested by an individual or as directed by HHS, in a time and manner designated by HHS.

4.08 Access to Records: DA shall make available to HHS or the Secretary of

the United States Department of Health and Human Services (HHS), in the time and manner designated by HHSA, any records related to the use, disclosure and privacy protections of PHI for the purpose of investigating or auditing HHSA's compliance with HIPAA regulations.

- 4.09 Termination of Agreement:** Upon HHSA's knowledge of a material breach of these provisions or HIPAA regulations, HHSA shall, at its option, either provide DA with an opportunity to cure the breach or immediately terminate this Contract. If DA is given an opportunity to cure the breach but fails to do so within the time specified by HHSA, HHSA may terminate the Contract without further notice.
- 4.10 Destruction of PHI:** Upon termination of this Contract, DA shall return to HHSA all PHI required to be retained and return or destroy all other PHI to comply with HIPAA regulations. This provision shall apply to PHI in the possession of DA officers, agents, employees, volunteers, contractors and subcontractors who shall retain no copies of the PHI. If DA determines that returning or destroying the PHI is not feasible, DA shall provide HHSA with notice specifying the conditions that make return or destruction not feasible. If HHSA agrees that return of the PHI is not feasible, DA shall continue to extend the protections of this provision to the PHI for so long as DA or its officers, agents, employees, volunteers, contractors or subcontractors maintain such PHI.
- 4.11 Nondiscrimination:** DA agrees to the terms and conditions set forth in the "Nondiscrimination in State and Federally-Assisted Programs" addendum, attached hereto as Exhibit "B", and those terms and conditions are hereby incorporated into the Memorandum of Understanding by reference.
- 4.12 Child Abuse and Neglect Reporting:** DA shall comply with all state and federal laws pertaining to the reporting of child abuse and/or neglect. DA officers, employees, agents and volunteers shall report all known or suspected instances of child abuse and/or neglect to the Child Protective Services agency or other agency as required by Penal Code Section 11164 et seq.
- 4.13 Changes in Regulations:** HHSA will notify DA of changes in HHSA or California Department of Social Service regulations or other guidelines affecting contract activities when HHSA is made aware of changes. Affected DA operations must be in compliance with the change in regulation or guideline. HHSA and DA may terminate the Contract or seek modification of any terms of the Contract materially affected by a regulation or guideline change.

ARTICLE 5. TERMINATION

- 5.01 Termination by HHSA for Default of Contractor:** Should DA default in the performance of this Contract or materially breach any of its provisions, HHSA may terminate this Contract by giving written notification to DA.
- 5.02 Termination for Convenience of HHSA:** HHSA may terminate this Contract at any time by providing a notice in writing to DA that the Contract is terminated. Said

Contract shall then be deemed terminated and no further work shall be performed by DA. If the Contract is so terminated, DA shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

5.03 Termination of Funding: HHSA may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 6. GENERAL PROVISIONS

6.01 Notice: Any notices required to be given pursuant to the terms and provisions herein shall be in writing and shall be sent by First Class mail to:

SCHSD: Siskiyou County Health and Human Services Agency
Patricia Barbieri, Director
818 South Main Street
Yreka, CA 96097-3321

Phone: (530) 841-2750

DA: Siskiyou County District Attorney
J. Kirk Andrus, District Attorney
311 4th Street, Room 204
Yreka, CA 96097

Phone: (530) 842-8125

6.02 Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the HHSA as provided herein or as otherwise required by law.

6.03 Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.

6.04 Conformance to Applicable Laws: DA shall comply with the standard of care regarding all applicable federal, state and County laws, rules and ordinances.

Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.

- 6.05 Waiver:** In the event that either HHSA or DA shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 6.06 Governing Law:** This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 6.07 Negotiated Contract:** This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 6.08 Time is of the Essence:** Time is of the essence in the performance of this Contract.
- 6.09 Materiality:** The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 6.10 Authority and Capacity:** HHSA and DA's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 6.11 Binding on Successors:** All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 6.12 Cumulation of Remedies:** All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

6.13 No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

IN WITNESS WHEREOF, HHSa and DA have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

SISKIYOU COUNTY DA DEPARTMENT

DocuSigned by:
By: Kirk Andrus Date: 8/29/2022
J. Kirk Andrus, DA

HHSa SOCIAL SERVICES DIVISION

DocuSigned by:
By: Patricia Barbieri Date: 8/29/2022
Trish Barbieri, HHSa Social Services Director

SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY

DocuSigned by:
By: Sarah Collard Date: 8/29/2022
Sarah Collard, Ph.D.,
Director of Health and Human Services Agency

COUNTY OF SISKIYOU

DocuSigned by:
Brandon A. Criss 8/12/2022
BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

DocuSigned by:
By: Wendy Wittingham
Deputy

APPROVED AS TO ACCOUNTING FORM:

Fund	Organization	Account	Activity Code
2010	501010	795000	8086
1006	201160	595000	8086

EXHIBIT A

“Scope of Work”

Welfare fraud creates a burden for taxpayers by increasing the cost of public assistance programs. By reducing welfare fraud, the County of Siskiyou increases public confidence in the welfare system and ensures that funds are available to those who are truly eligible for assistance. Therefore, in mutual effort to reduce or eliminate welfare fraud in the County, the Departments agree to the following:

A. Mutual Responsibilities of Departments

1. Departments shall cooperate in establishing and maintaining a vigorous, viable program of fraud control in the County of Siskiyou including the investigation and prosecution of individuals who commit fraud against CalWORKs, CalFresh, General Assistance, and other public assistance programs.
2. Departments shall ensure maximum communication between their respective staff to ensure each Department's ability to achieve the mutually beneficial goals and objectives of welfare fraud control, including but not limited to prevention, detection, and prosecution.
3. Departments shall establish, implement, monitor, and, as appropriate and approved by both Department heads or designee, modify changes to internal process and procedures necessary to ensure the efficient, effective, and cooperative performance of welfare fraud control activities pursuant to this MOU.
4. Departments shall comply with State reporting responsibilities.
5. Departments shall keep a copy of this approved and executed MOU and all associated documents in their files.

B. Pursuant to Section 2.01 the DA Shall:

1. Provide a 0.5 full-time equivalent (FTE) Investigator to conduct investigative (“Investigator”) services on referred welfare fraud allegations. Should the DA's office experience a vacancy in the Investigator position, the DA will recruit to fill the position as soon as administratively possible.
2. Retain responsibility for selection, hiring, training, supervision, monitoring (including staff performance), and terminations of staff assigned to or associated with assisting HHSA and shall ensure said staff have appropriate experience to handle the task herein required.
3. DA's responsibilities with regard to Investigators shall include but not be limited to:
 - a. Ensuring the availability of one 0.5 FTE investigator at the HHSA and/or DA location as determined and requested by HHSA.

- b. Provide HHSA with a liaison at DA to communicate comments or concerns regarding Investigator's performance. Said DA liaison shall be an Investigator supervisor and/or manager. Communications between DA liaison and HHSA may be made in person, by telephone, or in writing. Comments by HHSA are intended to provide a prompt update of the successful or unsuccessful resolution of all performance issues regarding Investigators. In absence of any written or verbal concerns. The DA shall assume that Investigators' performance is satisfactory.
 - c. DA shall provide assurance that Investigators shall conform to the reasonable rules and regulations applicable to other County staff working at the HHSA sites including but not limited to restrictions regarding computer system use, and visitor access to buildings, etc.
4. Investigators shall, in the course of performing their responsibilities on behalf of HHSA:
- a. Locate and interview witnesses to and persons suspected of welfare fraud violations, obtain and present facts and evidence to support prosecution of suspected welfare fraud violations, and perform other services as required to ensure compliance with the provisions of the CDSS Manual of Policies and Procedures Confidentiality, Fraud, Civil Rights, and State Hearing, Division 20, Chapters 20-007 "Special Investigative Unit" and Chapters 20-2008 "Law Enforcement Officials," California Penal Code §830-832.16, and/or other Federal, State, and Local regulations and laws as applicable to the investigation and prosecution of suspected welfare fraud. More particularly,
 - i. Investigators shall check for incoming referrals (electronic or paper) on a regular basis (but no less than twice a week) for new fraud referrals.
 - ii. Investigators shall complete investigations for early fraud investigations within suggested timeframes but no later than thirty (30) days from application, recertification adding a new member to the household, or during an inter-county transfer. In certain situations, referral may need to be processed in an expedited manner as indicated on the referral. Early fraud applies to CalFresh and CalWORKs investigations.
 - iii. Investigator may set and use the CalSAWS task setting functionality for any referral that requires a follow-up, thereby assuring required tasks are followed-up by set task due date. CalSAWS investigation notes shall be kept up to date so both HHSA and the Investigator's Supervisor are kept apprised on the status of all referrals under investigation. Investigator may utilize HHSA support staff to complete these tasks.

- iv. The Investigator shall receive and monitor the CalSAWS task reports monthly and strive to complete tasks in a timely manner.
 - v. If potential welfare fraud information is received from a source other than HHSA, Investigators shall inform the designated HHSA liaison at the time of the referral. Should HHSA determine that welfare fraud referral and action is warranted by DA, HHSA support staff will enter and assign a referral request into the CalSAWS system.
 - vi. Investigators shall take prompt and decisive steps to assess, investigate, and establish the facts regarding any HHSA-referred situation in which it appears that reason exists to suspect fraud or potential fraud against the CalWORKs program. CalWORKs-related programs, CalFresh, GENERAL ASSISTANCE or other public assistance programs by one (1) or more beneficiaries of those programs. Said investigation may include but not be limited to instances when eligibility is being determined, or when benefits are being received, or have been received on the basis of incorrect, incomplete, or false data. When said investigation reveals probable cause exists to suspect fraud against the CalWORKs program, CalWORKs-related programs, CalFresh, General Assistance, or other public assistance programs by one (1) or more beneficiaries of those programs, Investigators shall refer for prosecutions and DA shall review and possibly prosecute the person(s) suspected to have committed said fraud.
 - vii. Investigators shall provide designated HHSA liaison with all findings and resolutions and/or dispositions of each referral received, including referrals not received from HHSA, along with a summary of facts and access to evidence collected to the fullest extent allowed by law.
 - viii. Investigators shall prepare and maintain complete records on all fraud investigations.
 1. Investigators shall update CalSAWS electronic case records by updating case status and notes to accurately reflect caseload size. Investigator may utilize HHSA Support Staff to completely this task.
5. DA's responsibilities with regard to the Investigator's access and attendance at various miscellaneous welfare fraud-related events shall include but not be limited to:
- a. Trainings, committees, and meetings shall be requested from appropriate HHSA liaison no less than ten (10) working days prior to attending any event for which payment or reimbursement from HHSA will be sought. Said sought payments or reimbursements may include but shall not be limited to registration costs, membership costs, tuition, materials, staff time, per diems, mileage, accommodations, various other travel expenditures, etc. Request for

approval to attend HHSA-related trainings that are requested less than ten (10) days in advance of the training shall require the written approval of both the DA or his designee and the HHSA Social Services Director, or designee.

6. Approved travel expenses such as lodging, meals, mileage, etc., shall be in accordance with the County's travel policy, which explain the use of credit cards, meals, and mileage etc.
7. DA Investigators shall provide testimony or provide other required or requested evidence related to welfare fraud investigations in criminal proceedings.
8. DA shall provide employee continuing education refresher training to HHSA staff: as required, to ensure compliance with the provisions of the CDSS Manual of Policies and Procedures Confidentiality, Fraud, Civil Rights, and State Hearings, Division 20, Chapter 20-005. Once per year, DA shall provide four (4) hours of continuing education refresher training for ongoing employees and provide new employees with eight (8) hours within the first four (4) month. Upon mutual agreement and dependent upon availability, the trainings may be accomplished by video conference or as mutually agreed upon by DA and HHSA.
9. DA shall be subject to audit and review for compliance by any agency of the State or Federal Government involved in the administration of these programs.

C. Pursuant to Section 2.01 HHSA Shall

1. Assess current open cases and refer potential fraud cases that require investigation to the DA.
2. Refer new potential fraud cases to the DA.
3. Provide the DA with pertinent case information needed to facilitate welfare fraud investigation and prosecution activities.
4. Investigator with a HHSA support staff at assigned site(s) to provide on-site Investigators with operational assistance and support.
5. Provide on-site Investigators with access to a work area, a computer with CalSAWS and other welfare fraud related software and access to a client interview space that protects both Investigator and client confidentiality and safety. More specifically:
 - a. May maintain itinerant locations whereas the Investigators can access workspace and appropriate furnishings and computer as needed in order to conduct welfare fraud investigation related business (e.g., workstation/desk, chair, telephone, shelving units, and access to standard office equipment such as copy machine and fax machine normally provided to County employees as required to complete their assigned duties).
 - b. Request for non-standard equipment or supplies must have prior review and approval by the appropriate HHSA Social Services Director or designee.

6. Provide access to pertinent program records including, but not limited to, client identifying information, relevant court documentation, and general information that would contribute to HHSA- approved welfare fraud investigation and prosecution activities.
7. Provide access to a computer network that stores information that contributes to welfare fraud investigation activities.
8. Provide access to other systems specifically required and provided by HHSA shall be maintained by HHSA. Any HHSA related issues may be communicated via email to the Agency HelpDesk at HHSA_Trackit@co.siskiyou.ca.us.
9. Communicate comments or concerns regarding Investigators' performance to DA liaison. Communication between HHSA is intended to provide a prompt update of the successful or unsuccessful resolution of all performance issues regarding Investigators. In absence of any written or verbal concerns, the DA shall assume that Investigators' performance is satisfactory.
10. Provide opportunities for DA to participate in multidisciplinary meetings, department staff meetings, and/or related activities as they apply to welfare fraud control, including the investigation and prosecution of welfare fraud to ensure appropriate networking with all relevant program staff.
11. provide Investigator with an orientation to program policies and safety procedures specific to HHSA operations.
12. HHSA shall monitor program operation/performance without actual supervisory oversight of Investigator.
13. Monitor and send CalSAWS task reports to the Investigator regularly but not less than one time monthly.
14. Retain primary responsibility for all other functions associated with ongoing welfare fraud control activities, including but not limited to collections, fair hearings, processing of overpayments, and clearing employment reports as they relate to CalWORKs, CalFresh, GENERAL ASSISTANCE, or other public assistance programs provided by HHSA in accordance with provision of the California Department of Social Services Manual of Policies and Procedures Confidentiality, Fraud, Civil Rights and State Hearings Division 20.
15. Provide coordination of fraud training to HHSA personnel by DA, including but not limited to provision of training location, identification of staff requiring fraud training, and documenting training.
16. Provide funding to support one 0.5 FTE investigator to support HHSA's and DA's mutual goal of maintaining a vigorous, viable program of fraud control in the County of Siskiyou, including the investigation and prosecution of individuals who commit

fraud against CalWORKs, CalFresh, General Assistance, and other public assistance programs.

17. Provide reimbursement through and IGC to DA for mileage used for HHSA services in a DA vehicle as reflected in Exhibit A paragraph B; at the current year's IRS Rate for the time in which the travel occurred.